

MORTGAGE RECOVERY LAW GROUP, LLP
PAUL A. LEVIN (State Bar No. 229077)
LAUREN M. GIBBS (State Bar No. 251569)
550 North Brand Boulevard, Suite 1100
Glendale, California 91203
Telephone: (818) 630-7900 Facsimile: (818) 630-7920
e-mail: plevin@themrlg.com, lgibbs@themrlg.com

FEDERAL DEPOSIT INSURANCE CORPORATION
JOHN V. CHURCH (admitted pro hac vice)
3501 Fairfax Avenue
Arlington, Virginia 22226
Telephone: (904) 302-2796
e-mail: jchurch@fdic.gov

Attorneys for Plaintiff Federal Deposit
Insurance Corporation as Receiver
for Washington Mutual Bank

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER
FOR WASHINGTON MUTUAL
BANK,

Plaintiff,

vs.

EVERETT FINANCIAL INC. dba
SUPREME LENDING, a Texas
corporation,

Defendant.

Case No. 8:22-cv-01692-CJC-DFM

STIPULATED PROTECTIVE ORDER

**DISCOVERY APPLICATION FOR
CONSIDERATION OF HON.
DOUGLAS F. MCCORMICK**

I. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIV(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

II. GOOD CAUSE STATEMENT

This action is likely to involve personally identifiable information and other confidential financial information of bank customers, trade secrets, and other valuable commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things:

- (1) Regulatory: Protected Material (as defined below) related in any way to the regulation or supervision of Washington Mutual Bank, in whatever form, whether preliminary or final, including reports of examination or inspection, regulatory correspondence, reports, orders, memoranda, or agreements by, from or with the Federal Deposit Insurance

1 Corporation (“FDIC”) in its corporate capacity, the Comptroller of the
2 Currency, the Office of Thrift Supervision, or any other federal or state
3 regulatory authority, and any information containing confidential material
4 obtained from any documents and records related to the supervision or
5 regulation of WaMu. The Parties (as defined below) understand and agree
6 that the release of such regulatory information may require approval from
7 independent government agencies, and that no regulatory information,
8 however obtained, will be disclosed to non-parties not covered by this
Protective Order.

9 (2) Statutory: Protected Material includes information that is
10 confidential pursuant to the Freedom of Information Act, 5 U.S.C. § 552, 12
11 C.F.R. Part 309, 12 C.F.R. § 21.11 or any other applicable federal or state
12 laws, including consumer Personally Identifiable Information (“PII”) and
13 other nonpublic personal information (“Non-Party Borrower Information”) as defined or protected by the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802,
14 et seq., Freedom of Information Act, Privacy Act, Bank Secrecy Act, and
15 their implementing regulations.

16 (3) Bank and Bank Customers: Protected Material related to WaMu
17 or Supreme Lending its employees (i.e., personnel or employment records),
18 its customers, any trading company involved in placing orders for
19 commodities futures or options, or any other entity, including Automated
20 Clearing House items or transactions, chargebacks, merchant processing,
21 bank account information, signature cards, bank statements, general ledger
22 entries, deposit or reserve information, commodity trading statements, loans
23 and lending transactions, loan applications, financial statements and credit
24 reports, business and personal state and federal income tax forms,
correspondence, and related loan documentation relating to any extension

1 of credit or loan to any borrower. Examples of “Protected Material,”
2 without limitation, include documents containing a customer’s account
3 number, credit card number, personal identification number, account
4 balance, information relating to a deposit account, loan, or borrower
5 relationship and loan application materials, and documents or information
6 that contain the customer’s name, address, social security number, date of
7 birth or other similar identifying Information.

8 (4) Receivership: Protected Material related to the receivership of
9 WaMu, including any information on loss or estimates of such loss on
10 WaMu’s assets not publicly available. Notwithstanding the provisions of
11 Section IX.B. below, no such Protected Material shall be disclosed to any
12 person or entity known to have any current or prospective interest in such
13 assets, regardless of whether that person or entity is a defendant or non-
14 party that would otherwise be allowed access to information under the
15 terms of this Protective Order.

16 (5) Trade Secrets and Other Information: Protected Material that
17 reveals trade secrets or research, technical, commercial, or financial
18 information that the Party or Non-Party has maintained as confidential.

19 Accordingly, to expedite the flow of information, to facilitate the prompt
20 resolution of disputes over confidentiality of discovery materials, to adequately
21 protect information the Parties and Non-parties are entitled to keep confidential, to
22 ensure that the Parties are permitted reasonable necessary uses of such material in
23 preparation for and in the conduct of trial, to address their handling at the end of
24 the litigation, and serve the ends of justice, a protective order for such information
is justified in this matter. It is the intent of the Parties that information will not be
designated as confidential for tactical reasons and that nothing be so designated
without a good faith belief that it has been maintained in a confidential, non-

1 public manner, and there is good cause why it should not be part of the public
2 record of this case.

3 **III. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

4 The parties further acknowledge, as set forth in Section XIV(C) below, that
5 this Stipulated Protective Order does not entitle them to file confidential
6 information under seal; Local Civil Rule 79-5 sets forth the procedures that must
7 be followed and the standards that will be applied when a party seeks permission
8 from the court to file material under seal. There is a strong presumption that the
9 public has a right of access to judicial proceedings and records in civil cases. In
10 connection with non-dispositive motions, good cause must be shown to support a
11 filing under seal. See Kamakana v. City and County of Honolulu, 447 F.3d 1172,
12 1176 (9th Cir. 2006), Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th
13 Cir. 2002), Makar-Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis.
14 1999) (even stipulated protective orders require good cause showing), and a
15 specific showing of good cause or compelling reasons with proper evidentiary
16 support and legal justification, must be made with respect to Protected Material
17 that a party seeks to file under seal. The parties' mere designation of Disclosure or
18 Discovery Material as CONFIDENTIAL does not— without the submission of
19 competent evidence by declaration, establishing that the material sought to be
20 filed under seal qualifies as confidential, privileged, or otherwise protectable—
21 constitute good cause.

22 Further, if a party requests sealing related to a dispositive motion or trial,
23 then compelling reasons, not only good cause, for the sealing must be shown, and
24 the relief sought shall be narrowly tailored to serve the specific interest to be
protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir.
2010). For each item or type of information, document, or thing sought to be filed
or introduced under seal, the party seeking protection must articulate compelling

1 reasons, supported by specific facts and legal justification, for the requested
 2 sealing order. Again, competent evidence supporting the application to file
 3 documents under seal must be provided by declaration.

4 Any document that is not confidential, privileged, or otherwise protectable
 5 in its entirety will not be filed under seal if the confidential portions can be
 6 redacted. If documents can be redacted, then a redacted version for public
 7 viewing, omitting only the confidential, privileged, or otherwise protectable
 8 portions of the document, shall be filed. Any application that seeks to file
 9 documents under seal in their entirety should include an explanation of why
 redaction is not feasible

10 **IV. DEFINITIONS**

11 A. Action: This pending federal lawsuit.

12 B. Challenging Party: A Party or Non-Party that challenges the
 13 designation of information or items under this Order.

14 C. “CONFIDENTIAL” Information or Items: Information (regardless
 15 of how it is generated, stored or maintained) or tangible things that qualify
 16 for protection under Federal Rule of Civil Procedure 26(c), and as specified
 17 above in the Good Cause Statement. All Electronically Stored Information
 18 (“ESI”) and paper documents produced pursuant to the Parties’ ESI
 Protocol are subject to this Protective Order.

19 D. Counsel: Outside Counsel of Record and House Counsel (as well as
 20 their support staff).

21 E. Designating Party: A Party or Non-Party that designates information
 22 or items that it produces in disclosures or in responses to discovery as
 “CONFIDENTIAL.”

23 F. Disclosure or Discovery Material: All items or information,
 24 regardless of the medium or manner in which it is generated, stored, or

1 maintained (including, among other things, testimony, transcripts, and
2 tangible things), that are produced or generated in disclosures or responses
3 to discovery in this matter.

4 G. Expert: A person with specialized knowledge or experience in a
5 matter pertinent to the litigation who has been retained by a Party or its
6 counsel to serve as an expert witness or as a consultant in this Action.

7 H. House Counsel: Attorneys who are employees of a party to this
8 Action. House Counsel does not include Outside Counsel of Record or any
9 other outside counsel.

10 I. Non-Party: Any natural person, partnership, corporation, association,
11 or other legal entity not named as a Party to this action.

12 J. Outside Counsel of Record: Attorneys who are not employees of a
13 party to this Action but are retained to represent or advise a party to this
14 Action and have appeared in this Action on behalf of that party or are
15 affiliated with a law firm which has appeared on behalf of that party, and
16 includes support staff.

17 K. Party: Any party to this Action, including all of its officers,
18 directors, employees, consultants, retained experts, and Outside Counsel of
19 Record (and their support staffs).

20 L. Producing Party: A Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 M. Professional Vendors: Persons or entities that provide litigation
23 support services (e.g., photocopying, videotaping, translating, preparing
24 exhibits or demonstrations, and organizing, storing, or retrieving data in any
form or medium) and their employees and subcontractors.

N. Protected Material: Any Disclosure or Discovery Material that any
Party or Non-Party designates as "CONFIDENTIAL." If any Party or Non-

1 Party believes that information not described above should nevertheless be
2 considered as Protected Material, it may seek a stipulation among the
3 Parties to treat such information as Protected Material or it may make an
4 appropriate application to the Court. Such application shall only be granted
5 for good cause shown. Information that is available to the public or
6 generally known in the industry of the Producing Party or Non-Party may
7 not be designated as Protected Material. Notwithstanding the foregoing
8 paragraphs II.1 – 5, no Party is estopped or in any way prevented from later
9 challenging the confidentiality designation of any Protected Material.

10 O. Receiving Party: A Party that receives Disclosure or Discovery
11 Material from a Producing Party.

12 V. SCOPE

13 A. The protections conferred by this Stipulation and Order cover not
14 only Protected Material (as defined above), but also (1) any information
15 copied or extracted from Protected Material; (2) all copies, excerpts,
16 summaries, or compilations of Protected Material; and (3) any testimony,
17 conversations, or presentations by Parties or their Counsel that might reveal
18 Protected Material.

19 B. Any use of Protected Material at trial shall be governed by the orders
20 of the trial judge. This Order does not govern the use of Protected Material
21 at trial.

22 VI. DURATION

23 Even after final disposition of this litigation, the confidentiality obligations
24 imposed by this Order shall remain in effect until a Designating Party
agrees otherwise in writing or a court order otherwise directs. Final
disposition shall be deemed to be the later of (1) dismissal of all claims and

1 defenses in this Action, with or without prejudice; and (2) final judgment
2 herein after the completion and exhaustion of all appeals, rehearings,
3 remands, trials, or reviews of this Action, including the time limits for filing
4 any motions or applications for extension of time pursuant to applicable
5 law.

6 **VII. DESIGNATING PROTECTED MATERIAL**

7 **A. Exercise of Restraint and Care in Designating Material for Protection**

8 1. Each Party or Non-Party that designates information or items
9 for protection under this Order must take care to limit any such
10 designation to specific material that qualifies under the appropriate
11 standards. The Designating Party must designate for protection only
12 those parts of material, documents, items, or oral or written
13 communications that qualify so that other portions of the material,
14 documents, items, or communications for which protection is not
warranted are not swept unjustifiably within the ambit of this Order.

15 2. Mass, indiscriminate, or routinized designations are prohibited.
16 Designations that are shown to be clearly unjustified or that have
17 been made for an improper purpose (e.g., to unnecessarily encumber
18 the case development process or to impose unnecessary expenses and
19 burdens on other parties) may expose the Designating Party to
sanctions.

20 3. If it comes to a Designating Party's attention that information
21 or items that it designated for protection do not qualify for protection,
22 that Designating Party must promptly notify all other Parties that it is
23 withdrawing the inapplicable designation.
24

1
2 B. Manner and Timing of Designations

3 1. Protected Material provided by any Party or Non-Party pursuant to
4 this Protective Order that is deemed and denominated by any Producing
5 Party as “Confidential” pursuant to this Protective Order shall be deemed to
6 be Protected Material, unless and until that designation is challenged
7 pursuant to paragraph VII below.

8 2. Protected Material may be designated as such by affixing to the
9 material the legend “Confidential.” For example, the production
10 media/container for native files or productions may be designated as
11 “Confidential.”

12 3. Protective Material shall only mean and shall be limited to the
13 information produced in this Action marked with a Bates Stamp number or
14 otherwise designated as “Confidential.” In the event a Party obtains a
15 duplicate copy of Protected Material produced in discovery in this Action
16 from a publicly available source, the Party acquiring the Protective Material
17 shall not be required to comply with the terms of this Order regarding the
18 use of the duplicate Protective Material, and the use of such duplicate
19 Protective Material shall not be subject to the provisions of this Order.

20 C. Failure to Designate Protected Material

21 The failure to designate any Protected Material with such legend shall not
22 constitute a waiver by any Producing Party of the right to assert that such
23 information contains or includes Protected Material. In the event that any
24 Producing Party produces Protected Material without designating it as such,
any Party or Non-Party may notify the Receiving Parties that the
information should have been designated Protected Material, and the Parties
will treat the information as Protected Material under this Protective Order.

VIII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. Joint Stipulation.

Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

D. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

IX. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XV below.

1 2. Protected Material must be stored and maintained by a
2 Receiving Party at a location and in a secure manner that ensures that
3 access is limited to the persons authorized under this Order. Any
4 person in possession of Protected Material shall maintain a written
5 information security program that includes reasonable administrative,
6 technical, and physical safeguards to protect the security and
7 confidentiality of such Protected Material, protect against any
8 reasonably anticipated threats or hazards to the security of such
9 Protected Material, and protect against unauthorized access to
10 Protected Material. To the extent a party or person does not have an
11 information security program, they may comply with this provision
12 by having the Protected Material managed by and/or stored with
13 eDiscovery vendors that maintain such an information security
14 program. If a Receiving Party discovers any loss of Protected
15 Material (including any loss of data as a result of a ransomware
16 incident) or a breach of security, including any actual or suspected
17 unauthorized access, relating to another Party's Protected Material,
18 the Receiving Party shall: (1) promptly provide written notice to the
19 Producing Party of such breach; (2) investigate and make reasonable
20 efforts to remediate the effects of the breach, and provide the
21 Producing Party with assurances reasonably satisfactory to the
22 Producing Party that such breach shall not recur; and (3) provide
23 sufficient information about the breach that the Producing Party can
24 reasonably ascertain the size and scope of the breach and/or security
incident. The Receiving Party agrees to cooperate with the
Producing Party and/or law enforcement in investigating any such
security incident. In any event, the Receiving Party shall promptly

1 take all necessary and appropriate corrective action to terminate the
2 unauthorized access.

3 B. Disclosure of “CONFIDENTIAL” Information or Items

4 1. Unless otherwise ordered by the Court or permitted in writing
5 by the Designating Party, a Receiving Party may disclose any
6 information or item designated “CONFIDENTIAL” only to:

7 a. The Receiving Party’s Outside Counsel of Record in this
8 Action, as well as employees of said Outside Counsel of
9 Record to whom it is reasonably necessary to disclose the
10 information for this Action;

11 b. The officers, directors, and employees (including House
12 Counsel) of the Receiving Party to whom disclosure is
13 reasonably necessary for this Action;

14 c. Experts (as defined in this Order) of the Receiving Party
15 to whom disclosure is reasonably necessary for this Action and
16 who have signed the “Acknowledgment and Agreement to Be
17 Bound” (Exhibit A);

18 d. The Court and its personnel;

19 e. Court reporters and their staff;

20 f. Professional jury or trial consultants, mock jurors, and
21 Professional Vendors to whom disclosure is reasonably
22 necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to be Bound” attached as
24 Exhibit A hereto;

g. The author or recipient of a document containing the
information or a custodian or other person who otherwise
possessed or knew the information;

1 h. During their depositions, witnesses, and attorneys for
2 witnesses, in the Action to whom disclosure is reasonably
3 necessary provided: (i) the deposing party requests that the
4 witness sign the “Acknowledgment and Agreement to Be
5 Bound;” and (ii) they will not be permitted to keep any
6 confidential information unless they sign the
7 “Acknowledgment and Agreement to Be Bound,” unless
8 otherwise agreed by the Designating Party or ordered by the
9 Court. Pages of transcribed deposition testimony or exhibits to
10 depositions that reveal Protected Material may be separately
11 bound by the court reporter and may not be disclosed to
12 anyone except as permitted under this Stipulated Protective
13 Order; and

14 i. Any mediator or settlement officer, and their supporting
15 personnel, mutually agreed upon by any of the parties engaged
16 in settlement discussions.

17 C. Disclosure on Non-Party Borrower Information

18 To the extent any federal or state law or other legal authority
19 governing the disclosure or use of non-party borrower Information (“Non-
20 Party Borrower Information Law”) permits disclosure of such information
21 pursuant to an order of a court, this Order shall constitute compliance with
22 such requirement. To the extent any Non-Party Borrower Information Law
23 requires a Producing Party to obtain a court-ordered subpoena or give
24 notice to or obtain consent, in any form or manner, from any person or
entity before disclosure of any Non-Party Borrower Information, the Court
finds that, in view of the protections provided for the information disclosed
in this Order, the volume of documents to be produced and the ongoing

oversight of the Court, there is good cause to excuse such requirement, and this Order shall constitute an express direction that the Producing Party is exempted from obtaining a court-ordered subpoena or having to notify and/or obtain consent from any person or entity prior to the disclosure of Non-Party Borrower Information in the Action. To the extent that any Non-Party Borrower Information Law requires that any person or entity be notified prior to disclosure of Non-Party Borrower Information except where such notice is prohibited by court order, the Court directs that, in view of the protections provided for the information disclosed in this Order, the volume of documents to be produced and the ongoing oversight of the Court, Producing Parties are explicitly prohibited from providing such notice in the Action; provided, however, that this Order shall not prohibit any Producing Party from contacting any person or entity for any other purpose. Any Producing Party may seek additional orders from this Court that such Party or Non-Party believes may be necessary to comply with any Non-Party Borrower Information Law.

**X. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order.

1 Such notification shall include a copy of this Stipulated Protective
2 Order; and

3 3. Cooperate with respect to all reasonable procedures sought to
4 be pursued by the Designating Party whose Protected Material may
5 be affected.

6 B. If the Designating Party timely seeks a protective order, the Party
7 served with the subpoena or court order shall not produce any information
8 designated in this action as “CONFIDENTIAL” before a determination by
9 the Court from which the subpoena or order issued, unless the Party has
10 obtained the Designating Party’s permission. The Designating Party shall
11 bear the burden and expense of seeking protection in that court of its
12 confidential material and nothing in these provisions should be construed as
13 authorizing or encouraging a Receiving Party in this Action to disobey a
14 lawful directive from another court.

15 **XI. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
16 **PRODUCED IN THIS LITIGATION**

17 A. The terms of this Order are applicable to information produced by a
18 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
19 information produced by Non-Parties in connection with this litigation is
20 protected by the remedies and relief provided by this Order. Nothing in
21 these provisions should be construed as prohibiting a Non-Party from
22 seeking additional protections.

23 B. In the event that a Party is required, by a valid discovery request, to
24 produce a Non-Party’s confidential information in its possession, and the
Party is subject to an agreement with the Non-Party not to produce the Non-
Party’s confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

XIII. NO WAIVER OF PRIVILEGES

A. Pursuant to Fed. R. Evid. 502(d), the production of Protected Material that is subject to the attorney-client privilege, work product doctrine, or other claimed privileges, doctrines, exemptions, or restrictions that the Producing Party might cite in good faith as a basis for withholding such Protected Material from production to any other party shall not be deemed, and shall not constitute, in this or any other federal or state proceeding, a waiver of any otherwise applicable privilege or protection. The Parties shall not have to meet the requirements of Fed. R. Evid. 502(b)(1)-(3). With respect to the FDIC, in any of its capacities, these privileges include, but are not limited to, any privilege that Washington Mutual Bank may have had or any federal or state regulatory agency may hold. The Parties' production of Protected Material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine, or any applicable privilege as to any other non-party.

B. Furthermore, in the event that a Party or Non-Party produces attorney-client privileged or otherwise privileged information, other information protected by law from disclosure even under a Protective Order, or sensitive business records or private consumer information not related to this Action and if the Party or Non-Party subsequently notifies the Receiving Party that the privileged information should not have been produced, the Receiving Party shall immediately return the originals and all copies of the inadvertently produced privileged information. If a party withholds any information on the basis of privilege, it shall provide a categorical privilege log. The Parties agree that FDIC is not required to provide any kind of identification of the documents withheld from

1 production as protected by the Bank Secrecy Act. Nothing in this Protective
 2 Order shall prevent FDIC from using any Protected Material that it
 3 produces to any Party or non-party in any of FDIC's capacities for any
 4 lawful purposes.

5 **XIV. MISCELLANEOUS**

6 **A. Right to Further Relief**

7 Nothing in this Order abridges the right of any person to seek its
 8 modification by the Court in the future.

9 **B. Right to Assert Other Objections**

10 By stipulating to the entry of this Protective Order, no Party waives
 11 any right it otherwise would have to object to disclosing or producing
 12 any information or item on any ground not addressed in this
 13 Stipulated Protective Order. Similarly, no Party waives any right to
 14 object on any ground to use in evidence of any of the material
 15 covered by this Protective Order.

16 **C. Filing Protected Material**

17 A Party that seeks to file under seal any Protected Material must
 18 comply with Civil Local Rule 79-5. Protected Material may only be
 19 filed under seal pursuant to a court order authorizing the sealing of
 20 the specific Protected Material at issue. If a Party's request to file
 21 Protected Material under seal is denied by the Court, then the
 22 Receiving Party may file the information in the public record unless
 23 otherwise instructed by the Court.

24 **XV. FINAL DISPOSITION**

25 **A.** After the final disposition of this Action, as defined in Section VI,
 26 within sixty (60) days of a written request by the Designating Party, each
 27 Receiving Party must return all Protected Material to the Producing Party or

1 destroy such material. As used in this subdivision, “all Protected Material”
 2 includes all copies, abstracts, compilations, summaries, and any other
 3 format reproducing or capturing any of the Protected Material. Whether the
 4 Protected Material is returned or destroyed, the Receiving Party must
 5 submit a written certification to the Producing Party (and, if not the same
 6 person or entity, to the Designating Party) by the 60 day deadline that (1)
 7 identifies (by category, where appropriate) all the Protected Material that
 8 was returned or destroyed and (2) affirms that the Receiving Party has not
 9 retained any copies, abstracts, compilations, summaries or any other format
 10 reproducing or capturing any of the Protected Material. Notwithstanding
 11 this provision, Counsel are entitled to retain an archival copy of all
 12 pleadings, motion papers, trial, deposition, and hearing transcripts, legal
 13 memoranda, correspondence, deposition and trial exhibits, expert reports,
 14 attorney work product, and consultant and expert work product, even if
 15 such materials contain Protected Material. Any such archival copies that
 16 contain or constitute Protected Material remain subject to this Protective
 17 Order as set forth in Section VI.

18 B. Any violation of this Order may be punished by any and all
 19 appropriate measures including, without limitation, contempt proceedings
 20 and/or monetary sanctions.

21 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

22 Dated: 12/20/2022

/s/ Lauren Gibbs
 Attorney(s) for Plaintiff(s)

23 Dated: 12/20/2022

/s/ Colin Duffy
 Attorney(s) for Defendant(s)

1 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other
2 signatories listed, and on whose behalf this filing is submitted, concur in the
3 filing's content and have authorized the filing.

4 By: /s/ Lauren Gibbs

LAUREN M. GIBBS

5
6
7 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

8 Dated: December 22, 2022

9 
HONORABLE DOUGLAS F. MCCORMICK
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issue by the United States District Court for the Central District of California
 on November __. 2022 in the case of *Federal Deposit Insurance Corporation as*
Receiver for Washington Mutual Bank v. Everett Financial Inc, No. 8:22-cv-
 01692-CJC-DFM. I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and I understand and acknowledge that failure to so
 comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item
 that is subject to this Stipulated Protective Order to any person or entity except in
 strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms
 of this Stipulated Protective Order, even if such enforcement proceedings occur
 after termination of this action. I hereby appoint _____
 [print or type full name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in

1 connection with this action or any proceedings related to enforcement of this
2 Stipulated Protective Order.

3 Date: _____

4 City and State where sworn and signed: _____

5 Printed Name: _____

6 Signature: _____
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24